



Atty. Dkt. No. 064192-0102

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Andreas BIRKNER et al.

Title: METHOD AND
ARRANGEMENT FOR
TRANSPORTING AND
INSPECTING
SEMICONDUCTOR
SUBSTRATES

Appl. No.: 10/768,688

Filing Date: 2/2/2004

Examiner: Robert R. Raevis

Art Unit: 2856

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your Petitioner, LEICA MICROSYSTEMS JENA GmbH, having its principal place of business at Goeschwitzer Strasse 25, D-07745 Jena, , Federal Republic of Germany , represents that it is the owner of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/768,688, filed 2/2/2004, which is a continuation of U.S. Patent Application No. 10/379,677, filed 3/6/2003, which is a division of 10/053,628, filed 1/24/2002 by virtue of an Assignment filed and recorded on 1/24/2002, on Reel/Frame 012519/0075, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A. Further, your Petitioner represents that it is the owner of U.S. Patent Application No. 10/379,677, filed 3/6/2003, which is a divisional of U.S. Patent Application Serial No. 10/053,628, filed 1/24/2002, by virtue of an Assignment filed and recorded on 1/24/2002, on Reel/Frame 012519/0075, in the United States Patent and Trademark Office, a copy of which is attached hereto as APPENDIX A.

Your Petitioner, LEICA MICROSYSTEMS JENA GmbH, hereby disclaims the terminal part of the term of any patent granted on U.S. Patent Application 10/768,688 which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of any patent granted on U.S. Patent Application 10/379,677, and hereby agrees that any patent so granted on U.S. Patent Application 10/768,688 shall be enforceable only for and during such period that the legal title to any patent granted on U.S. Patent Application 10/379,677 shall be the same as the legal title to any patent granted on U.S. Patent Application 10/768,688, this agreement to run with any patent granted on U.S. Patent Application 10/768,688 and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioner does not disclaim any terminal part of any patent granted on U.S. Patent Application 10/768,688, prior to the full statutory term of any patent granted on U.S. Patent Application 10/379,677 as defined in 35 U.S.C. §§154-156 and 173, in the event that any patent granted on U.S. Patent Application 10/379,677 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of any patent granted on U.S. Patent Application 10/379,677 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on U.S. Patent Application 10/768,688 that would extend beyond the present termination of any patent granted on U.S. Patent Application 10/379,677, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioner's right to extend the term of a patent granted on U.S. Patent Application 10/768,688 to the extent provided by law.

The undersigned, being the Attorney of Record for U.S. Patent Application 10/768,688, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignments attached as APPENDIX A, and to the best of his knowledge and belief, legal

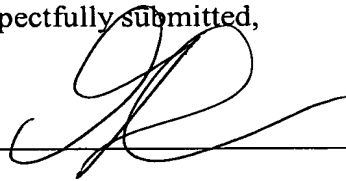
title to U.S. Patent Application 10/768,688 and any patent granted on U.S. Patent Application 10/379,677 rests with Petitioner, LEICA MICROSYSTEMS JENA GmbH. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date

11/23/05

By



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UNITED STATES
PATENT AND
TRADEMARK OFFICE

MARCH 26, 2002

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/24/2002

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BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BIRKNER, ANDREAS

DOC DATE: 01/08/2002

ASSIGNOR:

BERNHARDT, FRANK

DOC DATE: 01/08/2002

ASSIGNOR:

HILTAWSKI, KNUT

DOC DATE: 01/08/2002

ASSIGNEE:

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SERIAL NUMBER: 10053628

PATENT NUMBER:

FILING DATE: 01/24/2002

ISSUE DATE:

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012519/0075 PAGE 2

LAZENA MARTIN, EXAMINER
ASSIGNMENT DIVISION
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02-01-2002

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

101967676

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Andreas BIRKNER
Frank BERNHARDT
Knut HILTAWSKI



2. Name and address of receiving party(ies):

LEICA MICROSYSTEMS JENA GmbH
Goeschwitzer Strasse 25
D-07745 Jena
Federal Republic of Germany

10/053628
10/053628
10/053628

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

January 8, 2002

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is: January 8, 2002

A. Patent Application Number(s):

Unassigned

B. Patent Number(s):

10/053628

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Glenn Law
FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Glenn Law

Name of person signing

Signature

January 24, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

1/28/2002 MMEKOWEN 00000183 10053628

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

name and address of assignee **LEICA MICROSYSTEMS JENA GmbH**
Goeschwitzer Strasse 25
D-07745 Jena, Federal Republic of Germany

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to this invention relating to

title of invention **METHOD AND ARRANGEMENT FOR TRANSPORTING AND INSPECTING SEMICONDUCTOR SUBSTRATES**

as set forth in this United States Patent Application

check one ☒ executed concurrently herewith
☐ executed on _____
☐ Serial No. _____ Filed _____

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants the firm of **FOLEY & LARDNER** the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

NAMES AND SIGNATURES OF INVENTORS		
Name: Andreas BIRKNER	Signature: <i>Andreas Birkner</i>	Date: 01/08/02
Name: Frank BERNHARDT	Signature: <i>Frank Bernhardt</i>	Date: 01/08/02
Name: Knut HILTAWSKI	Signature: <i>Knut Hiltawski</i>	Date: 01/08/02
Name:	Signature:	Date:
Name:	Signature:	Date:
NAMES AND SIGNATURES OF WITNESSES		
Name:	Signature:	Date:
Name:	Signature:	Date:

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